



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD

REGION 5
BANK OF AMERICA CENTER, TOWER II
100 S. CHARLES STREET, STE 600
BALTIMORE, MD 21201

Agency Website: www.nlrb.gov
Telephone: (410)962-2822
Fax: (410)962-2198

March 16, 2023

Via electronic mail only

Lars H. Liebeler, Esq.
Lars Liebeler PC
6014 Claiborne Drive
McLean, VA 22101
lliebeler@lhl-lawfirm.com

Re: Tuckahoe Recreation Club, Inc.
Case 05-CA-267420

Dear Mr. Liebeler:

The above-captioned case has been closed on compliance. Please note that the closing is conditioned upon continued observance of the informal Settlement Agreement.

Very truly yours,

/s/ Sean R. Marshall

Sean R. Marshall
Regional Director

cc: Robert Castorri, General Manager
Tuckahoe Recreation Club, LLC
1814 Great Falls Street
McLean, VA 22101
gm@tuckahoe.net

Luke A. Delvecchio
6453 Linway Terrace
McLean, VA 22101
ldvecc@gmail.com

CERTIFICATION OF POSTING

RE: Tuckahoe Recreation Club, Inc.
Case 05-CA-267420

Due Date: January 18, 2023

(If additional space is needed to provide a full response, attach a sheet(s) with the necessary information.)

As required by the Settlement Agreement in this matter, this document is a sworn certification of the steps that the Employer has taken to comply

Physical Posting

The signed and dated Notice to Employees in the above matter was posted on
(date) January 7, 2023 at the following locations: (List specific places of posting)
(1) Employee break room, adjacent to winter bath house entrance; (2) Manager and staff office room.

A legible copy of the signed Notice, displaying full text of the Notice, including the date, signature and title of the responsible official of the Employer was e-filed together with this Certification.

I have completed this Certification of Posting and state under penalty of perjury that it is true and correct.

CHARGED PARTY

By: Patty Bearden

Title: General Manager

Date: January 9, 2023

This form should be returned to the Regional Office together with **ONE** original Notice, dated and signed in the same manner as those posted. The Certification of Posting form and color-scanned signed Notice should be returned via e-file. Please do not e-mail or physically send hard copies of the Certification of Posting form or Notice at this time. If you need assistance in e-filing case documents, please contact the Compliance Officer or Assistant assigned to this case.



NOTICE TO EMPLOYEES



**POSTED PURSUANT TO A SETTLEMENT AGREEMENT
APPROVED BY A REGIONAL DIRECTOR OF THE
NATIONAL LABOR RELATIONS BOARD
AN AGENCY OF THE UNITED STATES GOVERNMENT**

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

- Form, join, or assist a union;
- Choose a representative to bargain with us on your behalf;
- Act together with other employees for your benefit and protection;
- Choose not to engage in any of these protected activities.

YOU HAVE THE RIGHT to discuss working conditions with other employees and to freely bring work-related issues and complaints to us on behalf of yourself and other employees and **WE WILL NOT** do anything to interfere with your exercise of that right.

WE WILL NOT promulgate and maintain work rules that prohibit you from discussing your wages.

WE WILL NOT fire you because you engaged in protected concerted activities, including discussing working conditions with other employees and exercising your right to bring issues and complaints to us on behalf of yourself and other employees.

WE HAVE rescinded our work rule that prohibits you from discussing your wages and have notified you in writing that we have done so.

WE WILL pay Luke Delvecchio for the wages and other benefits he lost because we fired him. Luke Delvecchio has waived his right to reinstatement to his former job and his club membership.

WE WILL compensate Luke Delvecchio for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and **WE WILL** file a report with the Regional Director allocating the backpay award to the appropriate calendar years.

WE WILL remove from our files all references to the discharge of Luke Delvecchio and **WE WILL** notify him in writing that this has been done and that the discharge will not be used against him in any way.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

Tuckahoe Recreation Club, Inc.

(Employer)

Dated: 1/7/2023

By:

Mike Thomas

President

(Representative)

(Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. We conduct secret-ballot elections to determine whether employees want union representation and we investigate and remedy unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below or you may call the Board's toll-free number 1-844-762-NLRB (1-844-762-6572). Hearing impaired callers who wish to speak to an Agency representative should contact the Federal Relay Service (link is external) by visiting its website at <https://www.federalrelay.us/tty> (link is external), calling one of its toll free numbers and asking its Communications Assistant to call our toll free number at 1-844-762-NLRB.

National Labor Relations Board, Region 5
100 South Charles Street, Suite 600, Baltimore, MD 21201
Telephone: (410) 962-2822
Hours of Operation: 8:15 a.m. to 4:45 p.m.

Washington Resident Office
1015 Half Street SE, Washington, DC 20570-0001
Washington Resident Office Telephone: (202) 208-3000
Hours of Operation: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for 60 consecutive days from the date of posting and must not be altered, defaced, or covered by any other material. Any questions concerning this notice or compliance with its provisions may be directed to the above Regional Office's Compliance Officer, Heather Keough at (410) 962-2880.

Occupational Safety and Health Protection

BY AUTHORITY OF TITLE 40.1 OF THE LABOR LAWS OF VIRGINIA, THE PURPOSE OF THE LAW IS TO ASSURE SAFE WORKING CONDITIONS. THE VIRGINIA SAFETY AND HEALTH CODES BOARD STANDARDS, AND EMPLOYERS AND EMPLOYEES ARE REQUIRED TO COMPLY WITH THE FOLLOWING WEB ADDRESS: YOU MAY ALSO CONTACT THE DEPARTMENT OF LABOR AND INDUSTRY OF THE VIRGINIA UNIQUE STANDARDS AND OBTAIN THE STANDARDS.

Healthy conditions exist in their workplace. VOSH will withhold, on request, names of employees filing complaints. Complaints may be made at the Department of Labor and Industry addresses shown below.

Discrimination

It is illegal to retaliate against an employee for using any of their right under the law, including raising a safety or health concern with the employer or VOSH, or reporting a work-related injury or illness.

An employee who believes they have been discriminated against for exercising their rights under the Law, may file a complaint with the Commissioner of the Virginia Department of Labor and Industry within 60 days of the alleged discrimination.

CASPA

Complaints About State Plan Administration: Any person may complain to the Regional Administrator of OSHA (address below) concerning the Administration of the State Safety and Health Program.

State Coverage

The VOSH program shall apply to all public and private sector businesses in the State except for Federal agencies, businesses under the Atomic Energy Act, railroad rolling stock and tracks, certain Federal enclaves, and businesses covered by the Federal Maritime jurisdiction.

Voluntary Activity

Voluntary efforts by the employer to assure its workplace is in compliance with the Law are encouraged. Voluntary Safety and Health Consultation and Training Programs exist to assist employers. These services may be obtained by contacting the Virginia Department of Labor and Industry addresses.

FORM NLRB-4722
(10-17)



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Tuckahoe Recreation Club, Inc.
(Employer)

Dated: 1/7/2023

By:

Mike Thomas

President

(Representative)

(Title)

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National Labor Relations Board, Region 3
100 South Charles Street, Suite 600, Baltimore, MD 21201
Telephone: (410) 962-2822
Hours of Operation: 9:15 a.m. to 4:45 p.m.

Washington Resident Office
1015 Half Street SE, Washington, DC 20070-0001
Washington Resident Office Telephone: (202) 219-3000
Hours of Operation: 9:15 a.m. to 4:45 p.m.

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Virginia

Labor Law Postings

Must be posted in a conspicuous place for convenient viewing by all employees and applicants.

POSTER GUARD

Guaranteed protection against changing laws.
866-463-4574 • www.posterguard.com



EARNED INCOME TAX CREDIT

Life's a little easier with **eitc**
earned income tax credit

EITC is for people who work for someone else or own or run a business or a farm. To qualify, you must have low to mid income and meet the following rules.

To qualify, you and your spouse (if filing a joint return):

- Must have earned income
- Must have a Social Security number that is valid for employment issued on or before the due date of the return (including extensions)
- Cannot have investment income, such as interest income, over a certain amount
- Generally must be a U.S. citizen or resident alien all year
- May not file as married filing separately
- May not be a qualifying child of another person
- May not file Form 2555 or 2555-EZ (related to foreign earned income)
- Must have a qualifying child or if you do not have a qualifying child, you must:
 - be at least age 25 but under age 65 at the end of the year,
 - live in the United States* for more than half the year, and
 - not qualify as a dependent of another person.

To claim the EITC, you have to file a federal tax return even if you owe no tax and are not required to file. File your tax return as soon as you have all the information you need about how much you earned. However, refunds for returns claiming the EITC can't be issued before mid-February. This delay applies to the entire refund, not just the portion associated with the EITC. EITC provides a boost to help pay your bills or save for a rainy day. Just imagine what you could do with EITC.

Do you want help with the EITC?

- Go to www.irs.gov/efile for free information and to check out the interactive EITC Assistant to see if you qualify for the credit and estimate the amount of your EITC.
- Visit a Volunteer Income Tax Assistance (VITA) site for free tax help and preparation. Go to www.irs.gov/VITA or call 1-800-906-9887 to find a site.
- Use FreeFile at www.irs.gov/efile for free online filing through commercially available tax preparation software.

Errors can delay the EITC part of your refund until corrected. If the IRS audits your return and finds an error in your claim of the EITC, you must pay back the amount of the EITC you received in error plus interest and penalties. You may also have to file Form 8862 for future claims. And, if the IRS finds your incorrect claim was due to reckless or intentional disregard of rules and regulations or fraud, you may ban you from claiming the EITC for 2 years or 10 years, depending on the reason for the error.

* U.S. military personnel on extended active duty outside the United States are considered to live in the United States while on active duty.

SEIZURE FIRST AID

Seizure First Aid

How to help someone having a seizure

1

STAY with the person until they are awake and alert after the seizure.
✓ Time the seizure ✓ Remain calm ✓ Check for medical ID

2

Keep the person **SAFE**.
✓ Move or guide away from harm

3

Turn the person onto their **SIDE** if they are not awake and aware.
✓ Keep airway clear

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
Tuckahoe Recreation Club, Inc.

Case 05-CA-267420

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party **HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:**

POSTING OF NOTICE — After the Regional Director has approved this Agreement, the Regional Office will send copies of the approved Notice to the Charged Party in English. A responsible official of the Charged Party will then sign and date those Notices and immediately post them in prominent places around its facility located at 1814 Great Falls Street, McLean, Virginia, including all places where the Charged Party normally posts notices to employees. The Charged Party will keep all Notices posted for 60 consecutive days after the initial posting. The Charged Party will provide reasonable access to its facility to agents of the Regional Director for the purpose of monitoring compliance with this posting requirement. If the Charged Party's place of business is currently closed and a substantial number of employees are not reporting to the facility due to the Coronavirus pandemic or is operating with less than a substantial complement of employees, the 60 consecutive day period for posting will begin when the Charged Party's place of business reopens and a substantial complement of employees have returned to work. For purposes of this notice posting, a substantial complement of employees is at least 50% of the total number of employees employed by the Charged Party prior to closing its business due to the Coronavirus pandemic.

COMPLIANCE WITH NOTICE — The Charged Party will comply with all the terms and provisions of said Notice.

BACKPAY — Within 14 days from approval of this Agreement, the Charged Party will make whole the employee named below by payment to him of the amount opposite his name. The Charged Party will make appropriate withholdings from the backpay and frontpay portions due to the named employee. No withholdings should be made from the interest and expenses portions. The Charged Party, for the employee named below, will provide the Regional Director with a Backpay report allocating the payment to the appropriate calendar year and a copy of the IRS form W-2 for wages earned in the current calendar year no sooner than December 31st of the current year and no later than January 30th of the following year.

Employee	Backpay*	Frontpay	Excess Tax	Work-Related Expenses*	Interest*	Total
Luke A. Delvecchio	\$2,906.00	\$5,689.00	\$30.00	\$1,190.00	\$185.00	\$10,000.00

These amounts contemplate that this Agreement is approved by November 4, 2022. If not approved by that date, these amounts may continue to accrue.

JOINT MOTION TO THE BOARD – After the Regional Director has approved this Agreement, the parties to the Agreement will file a joint motion with the National Labor Relations Board to have the case transferred to Region 5 of the Board to ensure and monitor compliance with the Agreement.

SCOPE OF THE AGREEMENT — This Agreement settles only the allegations in the above-captioned case, including all allegations covered by the attached Notice to Employees made part of this Agreement, and does not

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settle any other case(s) or matters. It does not prevent persons from filing charges, the General Counsel from prosecuting complaints, or the Board and the courts from finding violations with respect to matters that happened before this Agreement was approved regardless of whether the General Counsel knew of those matters or could have easily found them out. The General Counsel reserves the right to use the evidence obtained in the investigation and prosecution of the above-captioned case for any relevant purpose in the litigation of this or any other case(s), and a judge, the Board and the courts may make findings of fact and/or conclusions of law with respect to said evidence. By approving this Agreement, the Regional Director withdraws any Complaints and Notices of Hearing previously issued in Case 05-CA-267420, and the Charged Party withdraws any answers filed in response and any exceptions to Administrative Law Judge Melissa Olivero's August 9, 2022 decision in this case (the ALJD).

PARTIES TO THE AGREEMENT — If the Charging Party fails or refuses to become a party to this Agreement and the Regional Director determines that it will promote the policies of the National Labor Relations Act, the Regional Director may approve the Agreement and decline to issue or reissue a Complaint in this matter. If that occurs, this Agreement shall be between the Charged Party and the undersigned Regional Director. In that case, a Charging Party may request review of the decision to approve the Agreement. If the General Counsel does not sustain the Regional Director's approval, this Agreement shall be null and void.

AUTHORIZATION TO PROVIDE COMPLIANCE INFORMATION AND NOTICES DIRECTLY TO CHARGED PARTY — Counsel for the Charged Party authorizes the Regional Office to forward the cover letter describing the general expectations and instructions to achieve compliance, a conformed settlement, original notices and a certification of posting directly to the Charged Party. If such authorization is granted, Counsel will be simultaneously served with a courtesy copy of these documents.

Yes LL No
 Initials Initials


PERFORMANCE — Performance by the Charged Party with the terms and provisions of this Agreement shall commence immediately after the Agreement is approved by the Regional Director, or if the Charging Party does not enter into this Agreement, performance shall commence immediately upon receipt by the Charged Party of notice that no review has been requested or that the General Counsel has sustained the Regional Director.

The Charged Party agrees that in case of non-compliance with any of the terms of this Agreement by the Charged Party, and after 14 days' notice from the Regional Director of the National Labor Relations Board of such non-compliance without remedy by the Charged Party, the Regional Director will reissue the Complaint previously issued on September 8, 2021 in the above-captioned case. Thereafter, the General Counsel may file a motion for default judgment with the Board, for issuance of a decision and order consistent with the ALJD. The Charged Party understands and agrees that the allegations of the aforementioned Complaint will be deemed admitted; that its Answer to such Complaint will be considered withdrawn; and that any exceptions to the ALJD and brief in support thereof will be considered withdrawn. The only issue that may be raised before the Board is whether the Charged Party defaulted on the terms of this Agreement. The Board may then, without necessity of trial or any proceeding, find all allegations of the Complaint to be true and make findings of fact and conclusions of law consistent with those allegations adverse to the Charged Party on all issues raised by the pleadings and/or addressed in the ALJD. The Charged Party agrees that the Board may then issue an order providing, as elected by the Regional Director, a full remedy for the violations found as is appropriate to remedy such violations, and/or an order requiring the Charged Party to perform terms of this Agreement as specified by the Regional Director. The parties further agree that a U.S. Court of Appeals Judgment may be entered enforcing the Board Order ex parte, after service or attempted service upon the Charged Party at the last address provided to the General Counsel.

NOTIFICATION OF COMPLIANCE — Each party to this Agreement will notify the Regional Director in writing what steps the Charged Party has taken to comply with the Agreement. This notification shall be given within 5 days, and again after 60 days, from the date of the approval of this Agreement. If the Charging Party does not enter into this Agreement, initial notice shall be given within 5 days after notification from the Regional

Director that the Charging Party did not request review or that the General Counsel sustained the Regional Director's approval of this Agreement. No further action shall be taken in the above captioned case provided that the Charged Party complies with the terms and conditions of this Agreement and Notice.

Charged Party Tuckahoe Recreation Club, Inc.			Charging Party Luke A. Delvecchio, an Individual		
By:	Name and Title	Date	By:	Name and Title	Date
	<i>Mike Thomas</i>	11/7/2022		<i>Luke Del Vecchio</i>	11/8/2022
Print Name and Title below Mike Thomas, President			Print Name and Title below Luke Del Vecchio		

Recommended By:	Date	Approved By:	Date
/s/ Andrew Andela	11/9/2022	 SEAN MARSHALL Digitally signed by SEAN MARSHALL Date: 2022.12.29 13:37:18 -05'00'	
Andrew Andela		Sean R. Marshall	
Field Attorney		Regional Director, Region 5	

THE NATIONAL LABOR RELATIONS ACT GIVES YOU THE RIGHT TO:

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